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**Air conditioners:** No Window air conditioners are allowed in the complex.

**Fire Pits:** No fire pits are allowed in the complex.

**Section 7.8 Use of Common Elements.** Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Association. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements. "**Common Elements**" shall mean the Property within this Community other than the Units, which portion of the Property may be designated on the Plat and in this Declaration. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in the Common Elements.

**Automobile Repair:** No automobile repair is allowed on the Granada Parking Lots. Violators will be assessed a \$25.00 fine for each instance that is reported.

**Section 7.7 Parking, Storage, and Repairs.** (d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted in the Community, except as permitted by the Association's Rules and Regulations or by Board approval.

**Clubhouse Rental:** The fee to rent the Granada clubhouse is \$75.00. A \$100 security deposit is required to reserve and rent the clubhouse. The clubhouse rental fee and security deposit must be paid by money order only. Only Granada owners can rent the clubhouse. The Owner MUST be present at all times during the rental period. The Fire Marshall has set a limit of 35 people in the clubhouse.

**Section 2.6 Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Elements and Limited Common Elements appurtenant to his or her Unit, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: (a) the right of the Association to limit

the number of guests of Owners; (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Elements.

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**Dumpsters:** Trash bags must be placed INSIDE dumpsters. Please do not allow small children to take trash bags to the dumpster as often times they cannot lift the lids to the dumpster and will place the garbage bags on the ground. If bags are left on the ground, the trash company will not dispose of the trash. Trash can be an attractant for rodents and be a fire hazard which could affect our insurance as well as your health and safety. This is in violation of the By-Laws. **Trash bags left on the ground can be identified to the unit owner.** A \$25.00 penalty will be assessed each time the Granada maintenance staff has to clean up trash bags left on the ground.

**Section 5.2 Owner's Maintenance Responsibility.** The Owner shall pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment;

**Late Fees for condo fees:** Condo fees are due on the 1<sup>st</sup> of each month, and are delinquent if paid after the 15<sup>th</sup> of each month. A \$25.00 late fee will be added to your account if payment is not received by the 15<sup>th</sup> of each month. The Granada Board of Managers hereby establishes a policy that any account that is more than 30 days past due will be sent to Granada's Collection Attorney. If your account is sent to collection minimum legal fees of \$200 will be assessed against your account by the attorney's office.

**Section 6.6** Effect of Non-Payment of Assessments. (a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 15 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

**Section 6.1** Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments (b) Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due.

**Nuisances:** No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a Unit or Common Element, or any portion of the Community by residents. This includes loud music, excessively loud autos/motorcycles, pets barking and guests being loud to disrupt residents of the community. Violators will be assessed a \$25.00 fine for each instance of nuisance violations.

**Section 7.5 Nuisances.** No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful

enjoyment or possession of the proper use of a Unit or Common Element, or any portion of the Community by residents.

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**Pets:** All Pets must be kept on a leash at all times in the complex. Pets are not allowed to be tied up or staked out on the common elements of the complex. Pet owners are responsible for the cleanup of pet waste and shall clean up the pet waste and deposit the pet waste into a dumpster. The Granada maintenance staff must continually clean the grounds of pet waste that is not cleaned up by pet owners. Therefore, in the event of a pet owner not cleaning up after their pet, fines will be added your account as follows: \$25.00 for the first violation, \$50.00 for each violation thereafter. Pets are not allowed to run loose in the complex. Owners who allow their pet to run loose will be assessed a \$25.00 fine per occurrence.

**Section 7.3** Restrictions on Animals and Pets. Pets may be kept in a Unit, if the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem.

**Pool:** Due to changes in the Americans with Disabilities Act, there are new requirements for commercial pools to provide means of access for persons with disabilities. These requirements are only mandatory if a privately owned condominium complex allows rental of private pool parties at the pool. The requirements include installing pool lifts or ramps into the Pool. The alterations are only required if Granada rents out the pool. Therefore, effective beginning May 2012, Granada is unable to rent the pool to residents for Private Pool Parties.

In 2010, the Department of Justice published updated regulations under the Americans with Disabilities Act (ADA). These regulations adopted the 2010 Standards for Accessible Design which, for the first time, contain specific accessibility requirements for a number of types of recreational facilities, including swimming pools, wading pools, and spas. In January 2012, the Department issued guidance titled "ADA 2010 Revised Requirements: Accessible Pools – accessible means of Entry and Exit" to assist entities covered by Title III of the ADA, such as hotels and motels, health clubs, recreation centers, public country clubs, and other businesses that have swimming pools, wading pools, and spas, in understanding how the new requirements apply to them.

**Title III** outlines regulations for any private entity, residential dwelling, such as a private residence, an apartment complex, a condominium, or a home owner's association. The ADA does not affect any type of residential dwelling, such as a private residence, an apartment complex, a condominium, or a home owner's association. However, if any of these residential facilities operate an element of public accommodation within their premises, these elements would be subject to ADA regulations. Also; the entity will be deemed places of public accommodation, and therefore subject to the ADA, when they "affect commerce" and are "open to the public". Any exchange of money will likely be found to "affect commerce".

### **Pool Rules:**

- **Owners** – No Charge for Pool Use. Pool pass is required to enter pool area. Owners can bring two guests.
- Each person must sign into the Pool Log Book when entering the pool area.
- **Renters** - \$30.00 for a family pool pass, up to 4 family members. 5 members and up is \$45.00 for a pool pass. No guests allowed for renters. The Pass is limited to immediate household members

only.

- Owners who do not live at Granada are not allowed to use the pool.
- No one under **AGE 16** is allowed in the pool area without a parent or guardian.

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- Monthly Condo fees must be current in order to receive a pool pass.
- Owners must be present with guests at all times.
- Appropriate Swim Attire is required. For babies and toddlers, appropriate disposable swim diapers that are waterproof are required.
- No food allowed in the pool area.
- No Glass allowed in the pool area.
- No pets allowed in the pool area.
- No running in the pool area.
- No smoking in the pool area.
- For special events such as adult swim and midnight swim, signs will be posted on age requirements for these events.

Section 2.6 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Elements and Limited Common Elements appurtenant to his or her Unit, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: (a) the right of the Association to limit the number of guests of Owners; (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Elements.

**Outdoor Activities:** Bike riding, skateboards, and scooter riding are not permitted on any of the Granada Parking Lots. Children can ride their bikes or scooters on the Granada Playground and sidewalks by the clubhouse/pool area. When not in use, all wagons, scooters, bikes, toys, etc. should be cleaned up and put **inside** the owner's residence. Any of these items that are left on the Granada common elements will be discarded by the Granada maintenance staff.

Section 7.8 Use of Common Elements. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Association. There shall be no obstruction of the Common Elements, **nor shall anything be kept or stored on any part of the Common Elements** without the prior written approval of the Association.

**Parking/Towing of Vehicles:** Rules and Regulations on Parking: 1) Vehicles must be in good order and repair 2) Vehicles must have current tags and stickers 3) Vehicles cannot park in front of dumpsters or anywhere that is not a parking spot. Any violation of these rules and the vehicle can be towed immediately without notice to the vehicle owner.

**Parking Spots:** The Granada Board of Managers state that per numerous requests received by residents we have assigned one parking spot per condominium unit. Parking in another resident's assigned spot **OR** your visitor parking in another resident's assigned parking spot will result in the **OWNER** of the condominium being assessed a \$25.00 fine.

Section 2.6 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Elements and Limited Common Elements appurtenant to his or her Unit, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: (a) the right of the Association to limit the number of guests of Owners; (b) the right of

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**Snow Removal Procedures:**

- 1) When Ice is predicted, maintenance staff to pre-salt sidewalks/entryways. Maintenance staff to put jugs of ice melt in the hallway of each multi-unit building.
- 2) Ice Melt for residents of townhomes – Granada will provide ice melt in jugs on the front porch of the clubhouse.
- 3) When snow has completely stopped, snow removal on walkways will be the first priority.
- 4) Snow will be removed in a reasonable fashion during normal business hours.

**Rules on Leasing:**

1. Missouri Statute: RSMo 441.005(1) defines a “Lease” as “a written or oral agreement for the use or possession of premises.” The owner of the unit must reside in the condominium. If the owner does not reside in the condominium and allows others to live in the unit, it is considered leasing. Leasing is not allowed unless you owned the condominium prior to July 2009.
2. The records of the St. Louis County Recorder of Deeds shall be conclusive in determining the record Owner of a Unit.
3. Per Granada By-Laws Section 7.18 a Unit shall not be deemed as leased if it is occupied by parents of the Owner or by the beneficiary of a family trust if the Unit is owned by such trust.
4. Per Granada by-Laws Section 7.18 No person who acquires title to a Unit on or after the Effective Date, regardless of the manner in which title may be acquired (excluding a mortgage holder by foreclosure or deed in lieu), shall lease his Unit. Mortgage holders that foreclose on a unit can lease the unit. (continued)
5. Any owner that qualifies to lease their unit must furnish documentation and comply with the following rules:
  - 1) The lease shall have a minimum initial term of twelve (12) months
  - 2) No Unit shall be leased for transient or hotel purposes
  - 3) Not less than the entire Unit shall be leased
  - 4) The Owner appoints the Association, acting through the Board, as his/her attorney-in-fact to enforce any violation by the tenant, except for non-payment of rent
  - 5) The Owner shall furnish a copy of the lease and the names and relationship of all tenants to the Board at least five (5) days prior to the commencement date of the lease, and the Board shall have the right to review the lease
  - 6) The Owner shall furnish a complete copy of the Governing Documents (By-Laws, Rules & Regulations) to the tenant and afford the tenant a reasonable opportunity to cancel the

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- 7) Local Government Inspection, Occupancy Permit. Any change of occupancy of a Unit in connection with a sale or lease must comply with inspections and other applicable ordinances and codes of local government. A copy of any permit required by local government shall be furnished to the Board prior to such change in occupancy.
- 8) No Time-Sharing. No Unit may be conveyed pursuant to a time-sharing plan.
- 9) Remedies. In the event of any violation of this Section 7.18, the Association shall be entitled to any appropriate relief and remedies under the Acts and this Declaration, against the Owner and/or tenant, including but not limited to termination of the lease and eviction of the tenant, and recovery of attorney's fees and costs incurred, at the Owner's expense.

### Rules on Parking tags:

All Residents must register their vehicle(s) and secure a permanent parking permit from the Granada Office. The parking tag should be placed on the front windshield.

No motor vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours;

Granada By-Laws Section 7.7 States: Parking, Storage, and Repairs.

No mobile homes, campers, travel trailers, boats, personal water craft, all terrain vehicles (ATVs), or their trailers or vehicles longer than 22 feet may be parked or stored within the Community, unless authorized in writing by the Association. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency. Overnight parking is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon. Vehicles that do not have parking tags will be towed at the owner's sole expense.

### Fines for Failure to Comply

Any owner that has been notified of a violation of the By-Laws is given notice by Granada Condominiums to rectify the violation. If the owner does not comply with the request of the Association to resolve the violation, there are two options to resolve the violation 1) Granada can send the matter to legal counsel and legal counsel can seek enforcement of the violation against the owner of the unit. If this occurs owners would be responsible for legal fees involved or 2) Pursuant to Granada By-Laws Section 7.16 any owner that has been notified of a violation and does not comply will be assessed a fee of \$50.00 per month for said violation.

Cameras installed in the common areas:

- 1) Cameras installed on common elements must be approved before installation. Details of where and how the camera is to be installed must be submitted and the process must not damage any of the common elements. Any damage resulting from the installation or removal of the camera will be charged back to the unit owner. Granada will not be responsible for any damage to the camera.
- 2) You must submit proof to the Granada Office that you have enrolled in the Hazelwood Community Camera Program.
- 3) Any resident of the building where the camera is installed must be allowed to see any recordings that are done with the camera.

### **Balcony/Patio Policy**

We require that all residents keep their patios/balconies clean and neat at all times, according to the following standards:

- Appearance: Rugs, towels, laundry, clothing, appliances, excessive decorations, cleaning supplies, trash, or other items not considered outdoor furniture, etc. should not be stored on balconies/patios or draped/hung on railings or other portions of the balconies/patios.
- Item Removal: If we continue to notice any items on your balcony or patio that do not meet our community standards, you be asked to remove the items within 24 hours in order to avoid a fine.

A fine of \$50.00 per occurrence will be charged to the owner for non compliance of keeping their patio/balcony area clean.

Section 7.15 Rules and Regulations. In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time-to-time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 7.16 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

